

GMS APPLICATION NUMBER _____ (Mandatory)

CONTRACT NO. _____

**THE STATE OF ARIZONA
COUNTY OF MARICOPA**

KNOW ALL BY THESE PRESENT

**MEMORANDUM OF UNDERSTANDING
AMONG**

**CITY OF AVONDALE, CITY OF CHANDLER, TOWN OF GILBERT, CITY OF GLENDALE, CITY OF
GOODYEAR, CITY OF MESA, CITY OF PEORIA, CITY OF PHOENIX, CITY OF SCOTTSDALE, CITY
OF SURPRISE, CITY OF TEMPE, AND COUNTY OF MARICOPA, ARIZONA**

**EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM
FY 2011 LOCAL SOLICITATION**

This Memorandum of Understanding (MOU) is made and entered into by and among the COUNTY of MARICOPA, hereinafter referred to as COUNTY; and the CITY of AVONDALE; and the CITY of CHANDLER; and the TOWN of GILBERT; and the CITY of GLENDALE; and the CITY of GOODYEAR; and the CITY of MESA; and the CITY of PEORIA; and the CITY of PHOENIX; and the CITY of SCOTTSDALE; and the CITY of SURPRISE; and the CITY of TEMPE, hereinafter referred to as CITIES and TOWNS; all of Maricopa County, State of Arizona, witnesseth:

WHEREAS, this MOU is made under the authority of A.R.S. §§11-201, -251:

WHEREAS, the CITIES and TOWNS and the COUNTY have become entitled to certain grant funds through the Edward Byrne Memorial Justice Assistance Grant (JAG) Program; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this MOU is in the best interests of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and

WHEREAS, the CITIES and TOWNS agree the COUNTY shall receive all the funds and distribute the funds to the CITIES; and

WHEREAS, the CITIES and TOWNS and COUNTY believe it to be in their best interests to reallocate the JAG funds;

NOW THEREFORE, the COUNTY and CITIES and TOWNS agree as follows:

Section 1

COUNTY agrees to receive \$1,841,662 from the JAG award for the Maricopa County JAG Program.

COUNTY agrees to pay City of Avondale a total of \$34,471 of JAG funds.

COUNTY agrees to pay City of Chandler a total of \$72,227 of JAG funds.

COUNTY agrees to pay Town of Gilbert a total of \$20,092 of JAG funds.

COUNTY agrees to pay City of Glendale a total of \$122,631 of JAG funds.

COUNTY agrees to pay City of Goodyear a total of \$10,047 of JAG funds.

COUNTY agrees to pay City of Mesa a total of \$181,003 of JAG funds.

COUNTY agrees to pay City of Peoria a total of \$27,193 of JAG funds.

COUNTY agrees to pay City of Phoenix a total of \$903,974 of JAG funds.

COUNTY agrees to pay City of Scottsdale a total of \$39,318 of JAG funds.

COUNTY agrees to pay City of Surprise a total of \$10,220 of JAG funds.

COUNTY agrees to pay City of Tempe a total of \$84,698 of JAG funds.

All payments to CITIES and TOWNS will be made within thirty (30) days after receipt of the JAG funds by COUNTY.

Section 2

COUNTY agrees to use \$335,788 for the JAG Program until September 30, 2014.

Section 3

1. **Term.** This Agreement shall be in effect for the term of the FY2011 JAG grant, being October 1, 2010 through September 30, 2014, unless terminated sooner in accordance with the terms of the grant, and such reasonable time thereafter as may be needed to complete the administration of the grant. Per Section 7 below, this MOU shall not be effective until filed with the Maricopa County Recorder's Office.
2. **Obligations of the COUNTY.** The COUNTY agrees to administer the Funds as provided in Section 1, and shall:
 - A. Ensure that the funds received by COUNTY are dispersed to the CITIES and TOWNS in accordance to this MOU, and shall
 - B. Collect and transmit to the appropriate Federal funding authorities all financial and program reports as required by the terms and conditions of the grant and applicable Federal regulations.
3. **Obligations of the CITIES and TOWNS.** During the term of this Agreement;
 - A. The CITIES and TOWNS agree that the COUNTY will administer the Funds as provided in Section 1.
 - B. The CITIES and TOWNS will maintain and provide to the COUNTY all financial and program reports as required by the terms and conditions of the grant and applicable Federal regulations.
 - C. The CITIES and TOWNS will be responsible for their own actions in providing services under this MOU and shall hold harmless the parties to this MOU from any liability that may arise from the furnishing of the services by the other parties.
4. **DISCLAIMER.** This MOU is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, agency, partnership or formal business association or organization of any kind among the parties, and the rights and obligations of the parties shall be only those expressly set forth in this MOU.
5. **NON-AVAILABILITY OF FUNDS.** Each payment obligation of the parties created hereby is conditioned on the availability of funds. The parties recognize that the continuation of this MOU after the close of any of their respective fiscal years shall be subject to the approval of their respective governing bodies providing an appropriation covering this item as an expenditure. None of the parties represent that said budget items will be actually adopted.

GMS APPLICATION NUMBER _____ (Mandatory)

6. NOTICES. Notices provided under this Agreement shall be directed to the following persons:

<p>The <u>COUNTY</u>:</p> <p>Alice Bustillo C/O County Manager's Office 301 W. Jefferson Street, 10th Floor Phoenix, AZ 85003 602-372-7059 Fax: 602-506-1642</p>	<p>The CITY of <u>AVONDALE</u></p> <p>Name: _____</p> <p>Address: _____</p> <p>Address: _____</p> <p>Address: _____</p> <p>City/St/Zip: _____</p> <p>Phone: _____</p> <p>Fax: _____</p>
<p>The CITY of <u>CHANDLER</u></p> <p>Name: _____</p> <p>Address: _____</p> <p>Address: _____</p> <p>Address: _____</p> <p>City/St/Zip: _____</p> <p>Phone: _____</p> <p>Fax: _____</p>	<p>The TOWN of <u>GILBERT</u></p> <p>Name: _____</p> <p>Address: _____</p> <p>Address: _____</p> <p>Address: _____</p> <p>City/St/Zip: _____</p> <p>Phone: _____</p> <p>Fax: _____</p>
<p>The CITY of <u>GLENDALE</u></p> <p>Name: _____</p> <p>Address: _____</p> <p>Address: _____</p> <p>Address: _____</p> <p>City/St/Zip: _____</p> <p>Phone: _____</p> <p>Fax: _____</p>	<p>The CITY of <u>GOODYEAR</u></p> <p>Name: _____</p> <p>Address: _____</p> <p>Address: _____</p> <p>Address: _____</p> <p>City/St/Zip: _____</p> <p>Phone: _____</p> <p>Fax: _____</p>
<p>The CITY of <u>MESA</u></p> <p>Name: _____</p> <p>Address: _____</p> <p>Address: _____</p> <p>Address: _____</p> <p>City/St/Zip: _____</p> <p>Phone: _____</p> <p>Fax: _____</p>	<p>The CITY of <u>PEORIA</u></p> <p>Name: _____</p> <p>Address: _____</p> <p>Address: _____</p> <p>Address: _____</p> <p>City/St/Zip: _____</p> <p>Phone: _____</p> <p>Fax: _____</p>

GMS APPLICATION NUMBER _____ (Mandatory)

The CITY of <u>PHOENIX</u> Name: _____ Address: _____ Address: _____ Address: _____ City/St/Zip: _____ Phone: _____ Fax: _____	The CITY of <u>SCOTTSDALE</u> Name: _____ Address: _____ Address: _____ Address: _____ City/St/Zip: _____ Phone: _____ Fax: _____
The CITY of <u>SURPRISE</u> Name: _____ Address: _____ Address: _____ Address: _____ City/St/Zip: _____ Phone: _____ Fax: _____	The CITY of <u>TEMPE</u> Name: _____ Address: _____ Address: _____ Address: _____ City/St/Zip: _____ Phone: _____ Fax: _____

Section 4

The parties to this MOU do not intend for any third party to obtain a right by virtue of this MOU.

Section 5

CONFLICT OF INTEREST. This MOU is subject to A.R.S. §38-511.

Section 6

By entering into this MOU, the parties do not intend to create any obligations express or implied other than those set out herein; further, this MOU shall not create any rights in any party not a signatory hereto.

Section 7

This MOU shall not be effective until filed with the Maricopa County Recorder's Office.

Section 8

The COUNTY and CITIES and TOWNS warrant they are in compliance with the provisions in A.R.S. §41-4401 (e-verify).

Section 9

Pursuant to A.R.S. §§ 35-391.06 and 35-393.06, all Parties hereby warrant, and represent that they do not have, and its subcontractors do not have, and during the term hereof will not have a scrutinized business operation in either Sudan or Iran.

Section 10

Mutual Indemnification. Each Party (as “Indemnitor”) agrees to indemnify, defend, and hold harmless the other Party (as “Indemnitee”) from and against all claims, losses, liability, costs, or expenses (including reasonable attorneys’ fees, expert witnesses’ fees and other litigation costs) (hereinafter collectively referred to as “Claims”) arising out of bodily injury (including death) of any person or property damage, but only to the extent that such claims, which result in vicarious liability to the Indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

<p>This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel.</p> <p>_____</p> <p>Deputy County Attorney, Civil Svcs Div Date</p>	<p>MARICOPA COUNTY</p> <p>By: _____ Andrew Kunasek</p> <p>Its: <u>Chairman of the Board of Supervisors</u></p> <p>Attest: _____ Fran McCarroll, Clerk of the Board</p> <p>DATE: _____</p>
<p>This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel.</p> <p>_____</p> <p>Avondale City Attorney Date</p>	<p>CITY OF AVONDALE</p> <p>By: _____</p> <p>Type Name: _____</p> <p>Its: _____</p> <p>Attest: _____</p> <p>DATE: _____</p>
<p>This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel.</p> <p>_____</p> <p>Chandler City Attorney Date</p>	<p>CITY OF CHANDLER</p> <p>By: _____</p> <p>Type Name: _____</p> <p>Its: _____</p> <p>Attest: _____</p> <p>DATE: _____</p>
<p>This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel.</p> <p>_____</p> <p>Gilbert Town Attorney Date</p>	<p>TOWN OF GILBERT</p> <p>By: _____</p> <p>Type Name: _____</p> <p>Its: _____</p> <p>Attest: _____</p> <p>DATE: _____</p>
<p>This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel.</p> <p>_____</p> <p>Glendale City Attorney Date</p>	<p>CITY OF GLENDALE</p> <p>By: _____</p> <p>Type Name: _____</p> <p>Its: _____</p> <p>Attest: _____</p> <p>DATE: _____</p>

GMS APPLICATION NUMBER _____ (Mandatory)

<p>This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel.</p> <p>_____</p> <p>Goodyear City Attorney _____ Date _____</p>	<p>CITY OF GOODYEAR</p> <p>By: _____</p> <p>Type Name: _____</p> <p>Its: _____</p> <p>Attest: _____</p> <p>DATE: _____</p>
<p>This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel.</p> <p>_____</p> <p>Mesa City Attorney _____ Date _____</p>	<p>CITY OF MESA</p> <p>By: _____</p> <p>Type Name: _____</p> <p>Its: _____</p> <p>Attest: _____</p> <p>DATE: _____</p>
<p>This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel.</p> <p>_____</p> <p>Peoria City Attorney _____ Date _____</p>	<p>CITY OF PEORIA</p> <p>By: _____</p> <p>Type Name: _____</p> <p>Its: _____</p> <p>Attest: _____</p> <p>DATE: _____</p>
<p>This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel.</p> <p>_____</p> <p>Phoenix City Attorney _____ Date _____</p>	<p>CITY OF PHOENIX</p> <p>By: _____</p> <p>Type Name: _____</p> <p>Its: _____</p> <p>Attest: _____</p> <p>DATE: _____</p>
<p>This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel.</p> <p>_____</p> <p>Scottsdale City Attorney _____ Date _____</p>	<p>CITY OF SCOTTSDALE</p> <p>By: _____</p> <p>Type Name: _____</p> <p>Its: _____</p> <p>Attest: _____</p> <p>DATE: _____</p>

GMS APPLICATION NUMBER _____ (Mandatory)

<p>This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel.</p>	CITY OF SURPRISE
<p>_____ Surprise City Attorney</p>	By: _____
<p>Date</p>	Type Name: _____
	Its: _____
	Attest: _____
	DATE: _____

<p>This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel.</p>	CITY OF TEMPE
<p>_____ Tempe City Attorney</p>	By: _____
<p>Date</p>	Type Name: _____
	Its: _____
	Attest: _____
	DATE: _____